

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/06/05 01:17 PM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Basalt Bluffs Development

AMOUNT 18.00

6



When Recorded Return to:
Basalt Bluffs Development LLC
405 S 8th Street, Suite 290
Boise, Idaho 83702

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR
BASALT BLUFFS SUBDIVISION

ARTICLE I
RECITALS

WHEREAS, there has been recorded by Columbia Developments LLC a Master Declaration of Covenants, Conditions, Restrictions and Easements for Columbia Village Subdivision dated April 1, 1990, recorded May 17, 1990 as Instrument No. 9026057, and re-recorded July 26, 1990 as Instrument No. 9039552, records of Ada County, Idaho, which Master Declaration has been amended by that certain First Amendment to Master Declaration dated July 10, 1990, recorded July 26, 1990 as Instrument No. 9039553, records of Ada County, Idaho and further amended by that certain Second Amendment to Master Declaration dated September 19, 1990, recorded September 20, 1990 as Instrument No. 9051139, records of Ada County, Idaho, and further amended by that certain Third Amendment to Master Declaration dated September 25, 1991, recorded September 25, 1991 as Instrument No. 9153554, records of Ada County, Idaho, (as amended, "Master Declaration");

WHEREAS, the Master Declaration allowed for the recording of Supplemental Declarations relating to and covering certain specific tracts within Columbia Village Subdivision;

WHEREAS, the Master Declaration allowed for annexation of additional property to Columbia Village Subdivision, which additional property when annexed will be brought within the provisions of the Master Declaration; and

WHEREAS, the purpose of this Supplemental Declaration is to provide for the annexation of the additional property hereafter described as a part of Columbia Village Subdivision, to be known as Basalt Bluffs Subdivision; and to set forth additional or amended covenants, conditions, restrictions and easements applicable only to said annexed property, it being the purpose and intent of Basalt Bluffs Development LLC (the Developer") that the provisions of the Master Declaration shall be incorporated herein as if set forth in full and, further, that the provisions of the Master Declaration as amended or modified herein shall apply only to the property within Basalt Bluffs Subdivision.

ARTICLE II
PROPERTY COVERED

The property that is covered by this Supplemental Declaration for Basalt Bluffs Subdivision is described as follows:

Lots 1 through 32, Block 1 and Lots 1 through 12, Block 2 of Basalt Bluffs Subdivision, according to the Plat thereof filed in Book 92 of Plats at pages 10954 through 10957, records of Ada County, State of Idaho (the "Plat").

hereafter call "Basalt Bluffs Subdivision."

ARTICLE III
DECLARATION OF ANNEXATION

The Developer hereby declares that Basalt Bluffs Subdivision is hereby annexed to and made a part of Columbia Village Subdivision and is hereby subject to all of the covenants, conditions, restrictions and easements and remaining provisions of the Master Declaration as modified as hereafter provided.

ARTICLE IV
MODIFICATION OF MASTER DECLARATION

4.01 *Sales Office.* Notwithstanding the provisions of Section 5.01 of the Master Declaration, or any other provision therein to the contrary, the Developer, its successors and assigns, shall have the right to use a Lot, tract or parcel within Basalt Bluffs Subdivision for a sales office which shall be used for development, sales and marketing activities relating to Basalt Bluffs Subdivision and such uses as are customarily incidental thereto.

ARTICLE V
SOLAR ACCESS RESTRICTIONS

INTENTIONALLY OMITTED. The City of Boise Ordinance 9-20 ("Solar Ordinance") has been repealed, so there are no solar restrictions on any lot in Basalt Bluffs Subdivision.

ARTICLE VI
SPECIAL CONDITIONS

6.01 *Common Lot Lines.* Each side of common lot lines is subject to a five (5) foot permanent public water, power, telephone, gas, cablevision, Boise City street light and drainage easement.

6.02 *Lot Lines Bordering Public Right of Way.* All lot lines common to a public right-of-way line are subject to a ten (10) foot wide permanent public utilities (including water,

power, telephone, gas, and cablevision), drainage, irrigation and Boise City street light easement.

6.03 *Pressurized Irrigation on Lots.* Lots 2 through 11, Block 1 are subject to a ten (10) foot pressurized irrigation easement benefiting the Columbia Village Owners Association, Inc.

6.04 *Drainage Easement on Lots.* Unless dimensioned otherwise on the Plat, all lots are subject to a ten (10) foot wide drainage easement along rear lot lines.

6.05 *Common Area.* Lots 1, 25 and 32, Block 1 and Lots 1 and 7, Block 2 are hereby designated as common area lots and shall be owned and maintained by the Columbia Village Owners Association, Inc.

6.06 *Common Driveway.* The common driveway extending off of East Geranium and accessing Lots 12 through 16, Block 1 shall be owned by the buyers of said Lots 12 through 16, but shall be maintained by the Columbia Village Owners Association, Inc. Said common driveway shall have the additional purpose of providing pedestrian and bicycle access to adjacent common areas.

6.07 *Model Homes.* Developer reserves the right to Developer and Developer's assigns to construct model homes on subdivision lots herein and to otherwise conduct sales operations therefrom.

6.08 *No Vacation of Micropaths.* Lot 25, Block 1 is a common area lot for the additional purpose of pedestrian and bicycle access to adjacent common areas. Said pedestrian and bicycle access may not be vacated without the express consent of the City of Boise.

6.09 *No Vacation of Drainage.* All drainage easements and drainage facilities on common area lots identified on the face of the plat of Basalt Bluffs Subdivision may not be vacated without the express consent of the City of Boise.

6.10 *Fences on Certain Lots.* The owners of Lots 2 through 11 and 13 through 24 and Lots 26 through 31, Block 1 shall be obligated to repair and maintain in good condition and to replace when necessary any fence constructed thereon by Developer. Any replacement of such fences shall be of the same material and design as originally constructed by Developer and shall comply with the requirements of the Architectural Control Committee then in effect to the extent not inconsistent with this provision. Any side fence constructed on any lot contiguous to these Developer-constructed fences must transition to the height of said Developer-constructed fences over a minimum of sixteen (16) feet.

6.11 *Fencing Adjacent to Common Area on Certain Lots.* Notwithstanding paragraph 6.10 above, the owners of Lots 26 through 31, Block 1 shall be allowed to install a two-rail, split rail fence along the back of their lots adjacent to the common areas, which

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fences shall comply with the requirements of the Architectural Control Committee then in effect to the extent not inconsistent with this provision. These fences shall be repaired and maintained in good condition, and replaced when necessary.

6.12 *Retaining Walls on Certain Lots.* The owners of Lots 8 through 11 and Lots 14 and 15, Block 1 and Lots 2 through 6, Block 2 shall be obligated to repair and maintain in good condition and to replace when necessary any retaining wall constructed thereon by Developer. Any replacement of such retaining walls shall be of the same material and design as originally constructed by Developer and shall comply with the requirements of the Architectural Control Committee then in effect to the extent not inconsistent with this provision.

ARTICLE VII MISCELLANEOUS

7.01 *Amendment.* This Supplemental Declaration may be amended as follows:

a. By the Developer. Until title to a Lot within Basalt Bluffs Subdivision is conveyed by the Developer to an Owner, this Supplemental Declaration may be amended or terminated by the Developer by recordation of a written instrument signed by the Developer and acknowledged, setting forth such amendment or termination.

b. By the Owners. Unless a greater percentage is required by an express provision in the Master Declaration, the provisions of this Supplemental Declaration may be amended by an instrument in writing signed and acknowledged by the President and Secretary of Columbia Village Owners Association, Inc. certifying that such amendment has been approved by a vote or written consent of the owners, including the Developer, owning at least two-thirds (66.67%) of the lots within Basalt Bluffs Subdivision, and such amendment shall be effective upon its recordation with the Ada County Recorder.

c. By Amendment of Master Declaration. An amendment of the Master Declaration duly adopted as permitted therein shall, without further action, amend this Supplemental Declaration, unless such amendment to the Master Declaration is contrary to the express terms and provisions of this Supplemental Declaration, or will render the same invalid or unenforceable, in which event said amendment shall not be deemed to amend this Supplemental Declaration unless said amendment is expressly approved and adopted in the manner provided in this Section as an amendment to this Supplemental Declaration.

7.02 *Intent of Incorporation of Master Declaration.* It is the intent of the Developer that incorporating the Master Declaration as a part of this Supplemental Declaration, the applicable definitions, terms and provisions thereof shall be part of this Supplemental Declaration.

7.03 *Interpretation.* Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter

shall include the masculine, feminine or neuter. All captions and titles used in the Supplemental Declaration are intended solely for the convenience of reference and shall not affect that which is set forth in any of the provisions hercof.

7.04 Severability. Each of the provisions contained in this Supplemental Declaration, including the Master Declaration incorporated herein by reference, shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Developer has hereunto executed this Supplemental Declaration as of this 6th day of July, 2005.

Basalt Bluffs Development LLC

By: LandWorks LLC, its Member

By: FSB LLC, its Member

By: [Signature]
Scott Beecham, Member

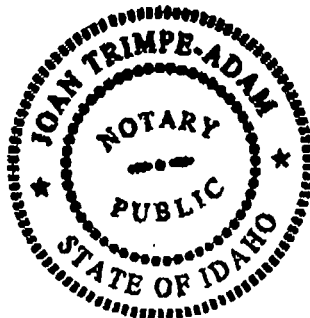
By: C4 Investments, LLC, its Member

By: [Signature]
Jim D. Conger, Member

State of Idaho)
) ss
County of Ada)

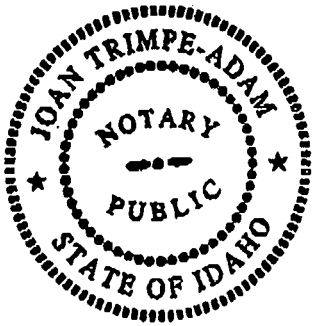
On this 6th day of July, 2005, before me, a Notary Public in and for said State, personally appeared Scott Beecham, known or identified to me to be the person whose name is subscribed to the within instrument as Member of FSB LLC, the limited liability company that executed the instrument on behalf of LandWorks LLC, the limited liability company who executed the instrument, and acknowledged to me that such limited liability company executed the same.

[Signature]
Notary Public residing in Boise, Idaho
My Commission expires: 12-31-07



State of Idaho)
) ss
County of Ada)

On this 6th day of July, 2005, before me, a Notary Public in and for said State, personally appeared James D. Conger, known or identified to me to be the person whose name is subscribed to the within instrument as Member of C4 Investments LLC, the limited liability company that executed the instrument on behalf of LandWorks LLC, the limited liability company who executed the instrument, and acknowledged to me that such limited liability company executed the same.



Joan Trimpe-Adam
Notary Public residing in Boise, Idaho
My Commission expires: 12-31-07